

REVIVAL AND THIRD AMENDATORY AGREEMENT

THIS REVIVAL AND THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **AIDS RESOURCE CENTER OF WISCONSIN, INC.**, a Wisconsin nonprofit now doing business as **VIVENT HEALTH**, with an address of 648 North Plankinton Ave., Ste 200, Milwaukee, WI 53203 (the “Contractor”), who may individually be called a “Party” and collectively the “Parties.”

The City and the Contractor entered into an Agreement dated August 23, 2018, a Revival and Amendatory Agreement dated June 24, 2019, and a Second Amendatory Agreement dated September 18, 2019, to provide services (the “Agreement”). The Agreement expired by its terms on February 29, 2020, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. Effective March 1, 2020, all references to Exhibits A, A-01, and A-02 in the existing Agreement shall be amended to read Exhibits A, A-01, A-02, and A-03, as applicable. Exhibit A-03 is attached and will control from and March 1, 2020.

2. Effective March 1, 2020, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-01, as applicable. Exhibit B-01 is attached and will control from and March 1, 2020.

3. Section 2 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**2. TERM**: The Agreement will commence on March 1, 2018, and will expire on February 28, 2021 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date, and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

4. Section 3.A of the Agreement, titled “**Fees and Expenses**,” is amended by deleting and replacing it with the following:

“**A. Fees and Expenses**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to

exceed One Million One Hundred Ninety-Seven Thousand Twenty-Nine Dollars (\$1,197,029.00) (the “Maximum Contract Amount”), to be used in accordance with the budget contained in **Exhibits B** and **B-01**. Amounts billed may not exceed the budget set forth in **Exhibits B** and **B-01**. The Contractor certifies the budget line items in **Exhibits B** and **B-01** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Subpart E.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Revival and Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

End.

Signature pages and Exhibits follow this page.

Exhibit List

Exhibit A-03

Exhibit B-01

Contract Control Number:
Contractor Name:
D/B/A VIVENT HEALTH

ENVHL-202054720-03 / 201843498-03
AIDS RESOURCE CENTER OF WISCONSIN, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By:

Contract Control Number:
Contractor Name:
D/B/A VIVENT HEALTH

ENVHL-202054720-03 / 201843498-03
AIDS RESOURCE CENTER OF WISCONSIN, INC.

By:  _____

Tim Dyer

Name: _____
(please print)

Title: Executive VP & CFO

(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A - 03 SCOPE OF WORK

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Public Health & Environment (DDPHE), Denver HIV Resources (DHR) and **AIDS Resource Center of Wisconsin, Inc. dba Vivent Health**.

Vivent Health has been awarded the following amounts in Ryan White Part A and COVID-19 Response funds:

- Maximum of **\$357,163** in Fiscal Year 2020 (March 1, 2020 – February 28, 2021)

II. Services and Conditions

To provide the following services to individuals living with HIV/AIDS in the Denver Transitional Grant Area (TGA), which includes and is limited to, Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson counties, in accordance with the Service Standards for the following service categories:

SERVICE CATEGORY	FUNDING SOURCE	FY 2020 AWARD NUMBER	FY 2020 AWARD AMOUNT
Medical Case Management	RW Part A	20-MCM-9845-A	\$292,833
Medical Transportation	RW Part A	20-MTS-9845-A	\$11,554
Mental Health Services	RW Part A	20-MHS-9845-A	\$19,920
Outpatient/Ambulatory Health Services	RW Part A	20-OAH-9845-A	\$27,494
Outpatient/Ambulatory Health	RW Part A- COVID-19	20-OAH-9845-C	\$5,362
FY 2020 MAXIMUM REIMBURSABLE AMOUNT:			\$357,163

III. Process and Outcome Measures

1. Process Measures

Vivent Health will provide:

SERVICE CATEGORY	FY 2020 AWARD NUMBER	UNDUPLICATED CLIENTS	SERVICE UNITS DELIVERED
Medical Case Management	20-MCM-9845-A	240	3375
Medical Transportation	20-MTS-9845-A	95	4850
Mental Health Services	20-MHS-9845-A	28	185
Outpatient/Ambulatory Health Services	20-OAH-9845-A	94	235



EXHIBIT A - 03 SCOPE OF WORK

Outpatient/Ambulatory Health Services	20-OAH-9845-C	300	600
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IV. Clinical Quality Management Program

A. Clinical Quality Management Plan

2. Contractor will be required to submit a FY 2020 Clinical Quality Management Plan. **Clinical Quality Management Plans will be due on May 30, 2020.** Quality Management Plans must include the following elements:

- General Information
- Quality Statement
- Quality Infrastructure
- Quality Improvement
- Work Plan Description
- Work Plan Matrix

B. Clinical Quality Management Activities

3. Contractor will be required to document at least one quality improvement activity in the Fiscal Year
- ii.) Quality Improvement activities should be related to the Clinical Quality Management Plan, and impact the sub-recipients identified annual quality goals
 - iii.) A summary on clinical quality management activities will be submitted to DHR by January 15th, 2021 (for CQM Activities conducted March 2020 through November 2020)
 - iv.) Contractor will hold Quality Committee meetings, meetings will be held at a minimum of quarterly

V. Clinical Quality Management Infrastructure and Capacity Building

Contractor will be required to identify one contact person for all Quality Management related deliverables

Contractor will be required to have two staff members participate in a DHR hosted, Clinical Quality Management Training

VI. Schedule of Payments for Services

- A.** The City and County of Denver may withhold payment due under this Agreement until the Contractor submits a satisfactory Audit Report Package that covers the Contractor's most recent fiscal year. If there are material findings in the audit, the City and County of Denver may withhold reimbursement until the audit findings are resolved to the City and County of Denver's satisfaction.
- B.** The contractor has elected the option of delayed invoicing. Invoice packages will be due no later than the 15th of the month two months following the month of service. Reporting schedule detailed below in Section VI E. Three or more occurrences of a late invoice shall be



EXHIBIT A - 03 SCOPE OF WORK

considered a contract compliance issue.

- C.** Delayed invoicing will not be allowed for the final invoice of the year. The final complete Invoice package for the budget or contract period is due no later than 45 days following the close of the budget or contract period and must be clearly marked "Final Invoice".
- D.** The contractor agrees to waive any prompt pay interest assessed by the City and County of Denver related to the delayed invoicing option.
- E.** The Contractor is required to submit a complete invoice package monthly using required DDPHE HIV Resources invoice forms. A complete invoice package will include the following:

Item 1: a complete monthly invoice package for the service month;

Item 2: supporting documentation for all expenses;

Item 3: a quarterly narrative report once per quarter (four times per year).

Contractor invoicing schedule is as follows:

SERVICE MONTH	INVOICE PACKAGE DUE BY	INVOICE PACKAGE INCLUDES:
March 2020	May 15, 2020	Items 1 and 2
April 2020	June 15, 2020	Items 1 and 2
May 2020	July 15, 2020	Items 1 and 2
June 2020	August 17, 2020	Items 1 and 2
July 2020	September 15, 2020	Items 1, 2, and 3
August 2020	October 15, 2020	Items 1 and 2
September 2020	November 16, 2020	Items 1 and 2
October 2020	December 15, 2020	Items 1, 2, and 3
November 2020	January 15, 2021	Items 1 and 2
December 2020	February 15, 2021	Items 1 and 2
January 2021	March 15, 2021	Items 1, 2, and 3
February 2021	April 15, 2021	Items 1 and 2
Final 2020 Invoice	April 15, 2021	Items 1, 2, and 3

VII. Disallowances and Review of Reports

The City and County of Denver may review the budget, management, financial and audit reports, and any other materials or information the City and County of Denver may consider appropriate to assess whether any expenditures by the Contractor are disallowed by the City and County of Denver. **Exhibit E**



EXHIBIT A - 03

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describes expenditures that will be disallowed by The City and County of Denver. The City and County of Denver may disallow reimbursement for services or expenditures that were not provided or approved in accordance with the terms of this Agreement. The Contractor shall not unreasonably refuse to provide expenditure information related to this Agreement that the City and County of Denver may reasonably require. These disallowances will be deducted from any payments due the Contractor, or if disallowed after contract termination, the Contractor shall remit the disallowed reimbursement to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion. Despite the City and County of Denver's approval of expenditures, if a review or an audit conducted by the City, State or federal governments results in final disallowances of expenditures, the Contractor shall remit the amount of those disallowances to the City and County of Denver according to a schedule to be determined by the City and County of Denver at its sole discretion following written notice of disallowances to the Contractor. This Section survives termination or expiration of this Agreement.

VIII. Administrative Cost Limit

The Contractor's total administrative costs cannot exceed **10%** of the Maximum Reimbursable Amount. Administrative costs are defined as the costs incurred for usual and recognized overhead, including established indirect rates for agencies; management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Examples of administrative costs include:

- Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports;
- Consultants who perform administrative, non-service delivery functions;
- General office supplies;
- Travel costs for administrative and management staff;
- General office printing and photocopying;
- General liability insurance; and
- Audit fees.

Administrative costs can be direct or indirect. Direct costs are costs that can be directly charged to the program and which are incurred in the provision of direct services. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program.

IX. Performance Management and Reporting

A. Performance Management

Monitoring may be performed by the DDPHE HIV Resources staff.
Contractor may be reviewed for:



EXHIBIT A - 03 SCOPE OF WORK

1. **Clinical Quality Management Monitoring:** Review contractor Clinical Quality Management program inclusive of performance data, health outcomes, and satisfaction surveys.
2. **Program Monitoring*:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals;
3. **Fiscal Monitoring*:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.
4. **Administrative Monitoring*:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

**DDPHE HIV Resources may provide regular performance monitoring and reporting. DDPHE HIV Resources and/or its designee, may manage any performance issues and may develop interventions that will resolve concerns.*

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Due Date	Reports to be sent to:
1. CAREWare Reporting	Contractor is required to enter client-level data monthly into CAREWare for all funded services including: 1. All client-level information required by HRSA: https://www.targethiv.org/sites/default/files/file-upload/resources/2019_RSR_Manual_091919_508.pdf and/or requirements subject to change by HRSA 2. Contractor may enter client- level data into CAREWare using two different methodologies: Direct manual data entry via the CAREWare interface; or Provider Data Import (PDI).	Manual Data Entry Provider: 15 th of each month PDI: 25 th of each month	Into CAREWare system
2. Ryan White Part A	Includes, but is not limited to: • Data input throughout the	TBD by HRSA, March 2021	Into CAREWare system for data entry



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Service Report (RSR)	<ul style="list-style-type: none"> calendar year Run provider RSR reports to clean existing data and/or input missing data with technical assistance from DHR Review finalized RSR report with DHR Generate client-level XML file and upload into the HRSA Web Application (per HRSA requirement) <p style="text-align: center;">Submit RSR report into HRSA Web Application</p>		Into HRSA Web Application for RSR final reporting
3. Clinical Quality Management Plan	Most recent CQM Plan shall follow the DHR CQM Plan elements	April 30, 2020	Quality Administrator: Jonathan Basilio Jonathan.Basilio@denvergov.org
4. 1 st Quarter report	Report shall: <ul style="list-style-type: none"> Review and verify the # of clients served, the number of service units, the amount of funding expended Provide an update on changes to staff including vacancies and new staff Summarize successes, weaknesses and needs for the period of March 1, 2020 through May 31, 2020 	July 15, 2020	DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org Data Administrator: Nick Roth Nicholas.roth@denvergov.org
5. Mid-Year Report	Report shall: <ul style="list-style-type: none"> Review and verify the # of clients served, the number of service units, the amount of funding expended Provide an update on changes to staff including vacancies and new staff Summarize successes, weaknesses and needs for the period of March 1, 2020 through August 31, 2020 	October 15, 2020	DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org Data Administrator: Nick Roth Nicholas.roth@denvergov.org
6. 3 rd Quarter Report	Report shall: <ul style="list-style-type: none"> Review and verify the # of clients served, the number of service units, the amount of funding 	January 15, 2021	DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org



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	expended <ul style="list-style-type: none"> • Provide an update on changes to staff including vacancies and new staff • Summarize successes, weaknesses and needs for the period of March 1, 2020 through November 30, 2020 		Data Administrator: Nick Roth Nicholas.roth@denvergov.org
7. Clinical Quality Management Activities 9-Month Summary	Report shall: <ul style="list-style-type: none"> • Provide a summary of CQM Activities for the period of March 1, 2020 through November 30, 2020 	January 15, 2021	Quality Administrator: Jonathan Basilio Jonathan.Basilio@denvergov.org
8. Year End Report	Report shall: <ul style="list-style-type: none"> • Review and verify the # of clients served, the number of service units, the amount of funding expended • Provide an update on changes to staff including vacancies and new staff • Summarize successes, weaknesses and needs for the period of March 1, 2020 through February 28, 2021 	April 30, 2021	DPHE HIV Resources Program Manager: Robert George Robert.George@denvergov.org Data Administrator: Nick Roth Nicholas.roth@denvergov.org
9. CARES Act: COVID-19 Reporting	Subrecipients shall complete and/or assist Denver HIV Resources in the completion of monthly COVID-19 Data Reports (CDR). The timeframe for this data reporting is from January 20, 2020 – May 31, 2021. The CDR includes data in regard to your agency's overall telehealth capacity for client services, any/all COVID-19 testing data for Ryan White Part A Clients given at your agency site, items procured using CARES Act funding, and CARES Act funded service utilization data. The CDR Manual can be found here: https://targethiv.org/sites/default/files/file-upload/resources/2020-CDR-	COVID-19 Data Report in Google Form: 10 th of every Month starting in July 15, 2020 COVID-19 Data Report in HRSA Electronic Handbook: due 15 th of every month starting July 15, 2020	Data Administrator: Nick Roth Nicholas.roth@denvergov.org



EXHIBIT A - 03 SCOPE OF WORK

	Instruction-Manual_DRAFT05272020.pdf		
10. Other reports, data or processes as reasonably requested by the City including but not limited to: client acuity, eligibility and service data sharing, and/or a standard referral process.	To be determined (TBD)	TBD	TBD

X. Budget

- A.** Contractor shall provide the identified services for the City under the support and guidance of the DDPHE, Office of HIV Resources using best practices and other methods for fostering a sense of collaboration and communication.
- B.** Contractor shall submit a complete budget package using required DDPHE HIV Resources budget forms.
- C.** Contractor shall not reallocate funding across awards/service categories.
- D.** The budget for this agreement is attached as **Exhibit B**.

XI. Required Acknowledgement and Disclaimer Language

- A.** HRSA requires subrecipients to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This [project/publication/program/website, etc.] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with XX percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit HRSA.gov."



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- B.** Subrecipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding.
- Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resources guides, case studies, and issues briefs.

XII. Other

Contractor shall submit updated documents which are directly related to the delivery of services.

FORM A-1

DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE

CONTRACT SUMMARY DATA
FORM A-1: SUBRECIPIENT INFORMATION

SUBRECIPIENT:	Vivent Health		
DATE OF SUBMISSION:	06/17/2020	CONTRACT AMOUNT:	\$357,163.00
Check One:	<input type="checkbox"/> First Submission or <input checked="" type="checkbox"/> Resubmission		
FUNDING SOURCE:	Ryan White Part A & COVID-19		
EFFECTIVE DATES:	03/01/2020	to	02/28/2021

SUBRECIPIENT CORPORATION INFORMATION

NOTE: This name and address will appear on City Contractor Agreement.

FEDERAL TAX ID#:	39-1534049	DUNS#:	170017396
EXACT CORPORATE NAME:	AIDS Resource Center of Wisconsin dba Vivent Health		
CORPORATE ADDRESS:	648 N Plankinton Ave, Suite 200		
	Address Line 1		
	Address Line 2		
	Milwaukee	WI	53203
	City	State	Zipcode
CORPORATE WEBSITE:	www.viventhealth.org		
AGENCY TYPE:	Community-Based Organization		
OWNERSHIP TYPE:	Private, Nonprofit		
FAITH-BASED:	No		

I CERTIFY THAT COSTS HAVE BEEN DETERMINED ALLOWABLE ACCORDING TO CITY AND APPROPRIATE FEDERAL PRINCIPLES AND STANDARDS AS LISTED ON FORM A-2. I FURTHER CERTIFY THAT THERE ARE NO MATHEMATICAL ERRORS IN THIS BUDGET. PLEASE SIGN ON DESIGNATED LINE BELOW.

AGENCY HEAD:

Mike Gifford	Mike Gifford	6/17/2020
Printed Name	Signature	Date
414-225-1567		mike.gifford@viventhealth.org
Telephone	Fax	Email

SENIOR ADMINISTRATOR:

Karin Sabey	Karin Sabey	7/16/2020
Printed Name	Signature	Date
303-802-5299		karin.sabey@viventhealth.org
Telephone	Fax	Email

BOARD PRESIDENT:

Ron Dunn	Ron Dunn	7/16/2020
Printed Name	Signature	Date
608-239-2803		ronald.dunn@cepheid.com
Telephone	Fax	Email

CONTRACT SIGNATORY:

Tim Dyer, CPA	Tim Dyer	6/17/2020
Printed Name	Signature	Date
414-225-1542		tim.dyer@viventhealth.org
Telephone	Fax	Email

FORM A-1

CONTRACT CONTACT INFORMATION

PROGRAM CONTACT:

JC Goodhart

Director of Social Services

Name

Title

303-802-5259

Telephone

Fax

Email

jc.goodhart@viventhealth.org

FISCAL CONTACT:

Mary Alt

Accounting Manager

Name

Title

414-225-1519

Telephone

Fax

Email

mary.alt@viventhealth.org

DATA CONTACT:

Dawn Perkins

Software Systems Specialist

Name

Title

414-225-1541

Telephone

Fax

Email

dawn.perkins@viventhealth.org

QUALITY CONTACT:

Mitch Scroggins, MPH

Director of Quality Management

Name

Title

414-225-1546

Telephone

Fax

Email

mitch.scoggins@viventhealth.org

PAYMENT ADDRESS:

648 N. Plankinton Ave, Suite 200

Address Line 1

NOTE: Only complete if Payment
Address is different than Corporate
Address.

Address Line 2

Milwaukee

City

WI

State

53203

Zipcode

FORM A-2

DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE

CONTRACT SUMMARY DATA
FORM A-2: BUDGET SUMMARY

SUBRECIPIENT:	Vivent Health		
DATE OF SUBMISSION:		CONTRACT AMOUNT:	\$357,163
Check One:	<input type="checkbox"/> First Submission or <input checked="" type="checkbox"/> Resubmission		
	FUNDING SOURCE: Ryan White Part A & COVID-19		
EFFECTIVE DATES:	03/01/2020	to	02/28/2021

AGGREGATE CONTRACT SUMMARY PAGE

(PREPARE THIS SUMMARY INSTEAD OF AN AGGREGATE BUDGET.)

AWARD #	SERVICE CATEGORY	FUNDING SOURCE	ORIGINAL AWARD AMOUNT	ADDITIONAL AWARD AMOUNTS	TOTAL SERVICE CATEGORY AMOUNT ¹
20-MCM-9845-A	MCM Medical Case Management	Ryan White Part A	\$292,833.00		\$292,833.00
20-MTS-9845-A	MTS Medical Transportation	Ryan White Part A	\$11,554.00		\$11,554.00
20-MHS-9845-A	MHS Mental Health Services	Ryan White Part A	\$19,920.00		\$19,920.00
20-OAH-9845-A	OAH Outpatient/Ambulatory Health Services	Ryan White Part A	\$27,494.00		\$27,494.00
20-OAH-9845-C	OAH Outpatient/Ambulatory Health Services	Ryan White Part A - COVID-19	\$5,362.00		\$5,362.00

TOTAL CONTRACT AMOUNT	\$357,163.00		\$357,163.00
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¹MUST AGREE TO SERVICE CATEGORY BUDGET ATTACHED.COST DETERMINATION ON ALL BUDGETS
COMPLIANCE WITH LAW

Your agency must provide all services under this contract in accordance with applicable provisions of federal, state and local laws, rules and regulations as are in effect at the time such services are rendered. In particular, your agency must comply with Code of Federal Regulations (Title 45 CFR Part 75) – Uniform Administrative Requirements, Cost Principles and Audit Requirement for HHS Awards

FORM A-3

DDPHE HIV RESOURCES BUDGET SUBMISSION PACKAGE

CONTRACT SUMMARY DATA

FORM A-3: SUMMARY OF FUNDING SOURCES

FULL NAME OF SUBRECIPIENT: AIDS Resource Center of Wisconsin dba Vivent Health

PERIOD OF FUNDING:	BEGIN DATE											
	END DATE											
OBJECT CLASS CATEGORY	RYAN WHITE PART A (DDPHE)	RYAN WHITE PART B (CDPHE)	RYAN WHITE PART C (HRSA)	RYAN WHITE PART D (HRSA)	GENERAL FUND (DDPHE)	CDC (CDPHE)	CDC OTHER SOURCES	CDPHE OTHER SOURCES	HOPWA	GENERAL OPERATION/ PRIVATE	TOTAL BUDGET	
PERSONNEL	242,797										242,797	
FRINGE BENEFITS	70,498										70,498	
TRAVEL												
EQUIPMENT												
SUPPLIES	4,874										4,874	
CONTRACTUAL												
OTHER	6,853										6,853	
TOTAL DIRECT CHARGES	325,022										325,022	
INDIRECT CHARGES	32,141										32,141	
TOTAL COSTS	357,163										357,163	

INSTRUCTIONS:

1. Prepare only one summary for each subrecipient.
2. Column headings shaded yellow may be changed to accommodate other funding sources.
3. Indirect charges on Ryan White Part A DDPHE contracts are only allowed if:
 - a) subrecipient has a Federally Negotiated Indirect Cost Rate Agreement (NICRA); or
 - b) subrecipient uses the 10% de minimis rate.
4. Indirect charges on Ryan White Part A DDPHE contracts must count towards the 10% administrative cap on the budget.